

BOOK 1628 PAGE 690

9737

Construction Loan

PURCHASE MONEY TO EXTENT OF \$78,000.00

Rec'd for Record Sept 1 1977

Deed of Trust

This Deed of Trust is made this 29th day of August, 1977, among the Trustor, JOSEPH MARK ZDURIENCIK

(herein "Borrower"), and ROBERT N. REEVES, E. FULTON BRYLAWSKI and ROBERT K. MADDOX, (herein "Trustees"), and the Beneficiary, COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE, a corporation organized and existing under the laws of the United States of America, whose address is 110 Commerce Lane, Rockville, Maryland 20850 (herein "Lender"), WITNESSETH

WHEREAS the said Borrowers hereto are justly indebted unto COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE in the principal sum of TWO HUNDRED TWO THOUSAND TWO HUNDRED and NO/100

Dollars (\$ 202,200.00) for which amount they have made, executed and delivered their one certain joint and several promissory note, bearing even date herewith and bearing interest at the rate set forth in said note, said principal and interest payable in monthly installments AS FOLLOWS: (See Note Below) *XXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXX on the same day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 29th day of August, 1978, said payments when so made to be applied first to the payment of the interest on the amount of principal remaining unpaid and the balance thereof credited to the principal; and

WHEREAS, the said COUNTY FEDERAL SAVINGS AND LOAN ASSOCIATION OF ROCKVILLE or its assigns and the Borrower desire to secure (a) the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said Trustees or substituted Trustees, or by any person hereby secured, on account of any disputed matter or any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest as appears in said note on all such costs and advances from the date thereof; and (b) the performance of the covenants and agreements of the Borrowers herein contained.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that the Borrowers, in consideration of the premises, and of one dollar lawful money of the United States of America to them in hand paid by the Trustees, the receipt of which before the sealing and delivery of these presents is hereby acknowledged have granted and conveyed and do hereby grant and convey unto the Trustees upon the following trusts the following described land and premises, situate in the County of Frederick, State of Maryland, known and distinguished as:

*INTEREST ONLY ON FUNDS ADVANCED PURSUANT TO A BUILDING LOAN AGREEMENT DATED: August 25, 1977

SEP-1-77 A #21432 ***\$818.40

SEP-1-77 A #21431 ****\$17.00

Lots numbered Two (2), Three (3), Four (4) and Twelve (12) in Block lettered (A), in the subdivision known as "SECTION 1, WINTER SPRINGS ESTATES", as per plat of said subdivision recorded in Plat Book 15 at plat 120, one of the Land Records for Frederick County, Maryland.

Note No. 1 of 4 in the amount of \$50,700.00 secured on Lot Two (2), Block A, Section 1, "WINTER SPRINGS ESTATES"

Note No. 2 of 4 in the amount of \$52,000.00 secured on Lot Three (3), Block A, Section 1, "WINTER SPRINGS ESTATES"

Note No. 3 of 4 in the amount of \$50,700.00 secured on Lot Four (4), Block A, Section 1, "WINTER SPRINGS ESTATES"

Note No. 4 of 4 in the amount of \$48,800.00 secured on Lot Twelve (12), Block A, Section 1, "WINTER SPRINGS ESTATES"

Recording Fee 17.00
S.G. Stamp Tax 818.40
\$835.40

IT IS STIPULATED AND WARRANTED BY THE LENDER AND THE BORROWER THAT THE LOAN HEREBY SECURED IS TRANSACTED SOLELY FOR THE PURPOSE OF CARRYING ON OR ACQUIRING A BUSINESS OR COMMERCIAL INVESTMENT.

together with all the improvements thereon, and all and every the easements, rights, ways, waters and advantages to the same belonging, or thereto in anywise appertaining, and all fixtures now or hereafter attached to or used in connection with the Property including but not limited to those for the purpose of supplying or distributing heating, cooling, electricity, natural gas, water, air and light and including, but not limited to, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, washers, dryers, awnings, screens, blinds, shades, storm windows, storm doors, antennas, attached floor coverings, trees and plants including replacements to all of the foregoing, and all the estate, right, title, interest, and claim, either at law or in equity, or otherwise however, of the Borrowers, in, to, or out of the said land and premises; and all of the foregoing, together with said property, are herein referred to as the "Property".

IN AND UPON THE TRUSTS, NEVERTHELESS, hereinafter declared, that is to say: IN TRUST to permit said Borrower, or assigns as hereinafter provided, to use and occupy the said described Property, and the rents, issues and profits thereof as hereinafter provided, to take, have, and apply to and for such Borrower's sole use and benefit, until such time when the

Co. Ltd. Filed May 22 1979